

THEATER DISTRICT RULES AND REGULATIONS

The following rules and regulations must be read thoroughly before Licensee signs a Convention and Entertainment Facilities License Agreement.

By signing the License Agreement, the Licensee agrees to abide by these Rules and Regulations, the *Code of Ordinances, City of Houston, Texas*, the Building Code, the Fire Code, state and federal law, and such other reasonable rules and regulations as may from time to time be adopted by the City or Director for the use, occupancy and operation of the Premises and Facility.

For purposes of these Rules and Regulations, all references to Licensee shall include the Licensee as well as Licensee's agents, subcontractors, invitees, servants, and employees. Licensee agrees to notify all such persons of these Rules and Regulations and shall be responsible for their adherence. Licensee shall also be responsible for payment of all applicable fees and charges in the event that the Licensee fails to meet its obligations with respect to these Rules and Regulations.

All matters, rules, regulations, or deviations therefrom, not expressly provided for herein, shall be decided upon by the Director at her sole discretion. The Director has the right to alter and/or amend these Rules and Regulations at any time with 60 days' prior written notice to Resident Companies.

1. DEFINITIONS

(Section numbers are cross-references to the *Code of Ordinances, City of Houston, Texas*. For example, §12.1 refers to Section 12.1 of the *Code of Ordinances*.)

Booking

Supervisor: The person assigned to maintain Facility booking schedule, prepare License Agreements, and collect Facility Rental Fees.

Brown Theater: The Brown Theater is the larger of the two theaters in the Wortham Theater Center and has a total capacity of 2,465 seats. Despite its size, no seat is more than 138 feet from the stage.

Class I Event:
(for profit) Class I Event means an event, other than a seated meal or a convention, trade show or corporate meeting, sponsored by any group other than a non-profit organization. (§12.1)

Class II Event:
(non-profit) Class II Event means an event, other than a seated meal or a convention, trade show or corporate meeting, sponsored solely by a non-profit organization. (§12.1)

Cullen Theater: The Cullen Theater is the smaller of the two theaters in the Wortham Theater Center and has a total capacity of 1,100 seats.

Department: The Convention and Entertainment Facilities Department. (§12.1)

Director: Director means the director of the Department, or any person designated by the Director to perform any of the Director's functions. (§12.1)

Director of
Backstage Operations: An employee of the Wortham Center Operating Company or the

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| | Foundation for Jones Hall (or its designee) assigned to determine the technical stage requirements and staffing for a Licensee's Event. |
| Equipment: | Equipment means the City-owned equipment available for rental, as described in Exhibit "A" attached hereto. |
| Event: | Event means any type of function or activity for which a Facility may be occupied. (§12.1) |
| Event Coordinator: | The person assigned to assist in Event planning and license compliance, who will act as the liaison between the Licensee, the Facility, and the in-house contractors. An Event Coordinator will be assigned to the Licensee's Event when licensing procedures are initiated and will continue work with the Licensee on the Event to the conclusion of the Event. |
| Facility: | The building proposed to be used in the License Agreement. |
| Facility Manager: | Facility Manager shall mean the person in charge of overseeing all day-to-day operations of the Facility in regard to Event services, maintenance, repairs and capital projects. |
| Forced Rental Occupant: | A Lessee that has successfully challenged a date held by another client. |
| Foundation for | The Foundation for Jones Hall is a nonprofit corporation Jones Hall that provides backstage services at Jones Hall. |
| Jones Hall | Jesse H. Jones Hall for the Performing Arts, also known as Jones Hall, is a theater for the performing arts with 2,912 seats, located at 615 Louisiana Street, in Houston, Texas. |
| Licensee: | Licensee means an approved applicant who has entered into a License Agreement and has submitted any required deposit(s) or paid the Rental Fee provided that the term shall not include any person whose License Agreement has been terminated or cancelled. (§12.1) |
| Manager on Duty: | The highest ranking City employee on site and assigned to work with the Licensee during the Event. This person is responsible for making quick decisions during emergencies. |
| Non-event or Non-event day: | Non-event or Non-event day means a day on which the Event for which the Facility is occupied is not being conducted but during which the Licensee requires access to the Facility in order to set up, break down, or rehearse for the Event or perform other incidental activities. (§12-46) |
| Non-profit Organization: | Non-profit organization means an entity organized for religious or not-for-profit purposes that holds a determination letter from the Internal Revenue Service that it is exempt from taxes under section 501(a) of the Internal Revenue Code of 1986, as amended, by virtue of section 501(c)(3); a church or a convention or association of churches within the meaning of section |

170(b)(1)(A)(ii) of the Internal Revenue Code of 1986 as amended; or an entity listed in Internal Revenue Service Publication No. 72, Cumulative List of Organizations Described in Section 170(c) of the Internal Revenue Code of 1986, as amended. The term also includes the State of Texas and the United States of America and their agencies and political subdivisions. (§12.1)

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| Novelties: | Novelty products include, but are not limited to, endorsement T-shirts, CDs, tapes, miscellaneous apparel items, programs, pictures, and any other items that may be approved by Director. The Director reserves the right to make a final determination as to which items constitute Novelties. |
| Performance: | A Performance means (1) any period of six consecutive hours between the hours of 6:00 a.m. and 4:00 p.m.; (2) any period of eight consecutive hours between the hours of 8:00 a.m. and 8:00 p.m.; or (3) the period of ten consecutive hours between the hours of 4:00 p.m. and 2:00 a.m. (§12-46, "Event period") during which an Event occurs. Any rehearsal with an audience in attendance of 250 or more is considered a Performance and must be licensed as such. |
| Properties: | The Facility and the parking facilities owned by the City of Houston. (§12-1) |
| Rental Fee: | The total of all charges prescribed in Chapter 12 of the City of Houston Ordinances for the use or occupancy of the Facility. (§12-1) |
| Run of Events: | A Run of Events means two or more consecutive events sponsored or promoted by the same person, occurring in the same Facility, and consisting of the same subject matter, for which patrons must purchase separate tickets. (§12.1) |
| Season of Events: | A Season of Events means a series of Events during any period of at least nine (9) consecutive calendar months for which multiple tickets are sold at one price for the series, entitling the purchaser thereof to admission to at least four (4) Events in the series; provided that the Season of Events is advertised as a season of events, and all Events in a Season of Events or substantially all of such Events are scheduled to occur in the same Facility. (§12-1) |
| Student Event: | Student event means an event other than a seated meal or a convention, trade show or corporate meeting held on a regularly scheduled school day between the hours of 8:00 a.m. and 12:00 noon, or between the hours of 9:00 a.m. and 1:00 p.m., or between the hours of 10:00 a.m. and 2:00 p.m., at which at least 90 percent of the patrons are enrolled in elementary, junior high, or senior high schools. (§12-1) |
| Ticket: | A form of entry control utilized to impose a fee of any sort for admission to an Event. |
| Wortham Center Operating Company or WCOC: | The company responsible for certain backstage personnel and |

maintenance of backstage equipment in the Wortham Center's Brown Theater and Cullen Theater.

WCOC Surcharge Fifteen percent (15%) of the total Theater Rental Fee, which the Licensee will pay to the Wortham Center Operating Company for maintenance of backstage equipment, at least thirty (30) days prior to an Event.

2. BOOKING PROCEDURES

A Date reservations and contracting procedures

1. To reserve a tentative date, an applicant must submit a completed License application. License applications may be obtained from the Booking Supervisor. Once approved by the Director, the approved applicant may reserve and contract dates.
2. An approved applicant may reserve a tentative date up to 450 days in advance of the tentative date.
3. The approved applicant must contract the date a minimum of seventy-five (75) days prior to the tentative date or a ten percent (10%) late charge will be assessed on the entire Rental Fee.
4. A date may be contracted one year or less in advance. To contract a date, an approved applicant must pay one-third (1/3) of the Rental Fee or two thousand dollars (\$2,000), whichever is less. Upon the Booking Supervisor's receipt of this payment and the Director's execution of a License Agreement, the applicant becomes a Licensee and the tentative date becomes a contracted date.
5. The balance of the Rental Fee (inclusive of the 15% WCOC surcharge) and Contract and Damage Deposit as well as the required insurance certificate are required at least sixty (60) days in advance of the contracted date or, at the Director's option, the date may be released.
6. If a date is requested sixty (60) days or less in advance, applicant must pay the Rental Fee, Contract and Damage Deposit and furnish required insurance before a License Agreement will be executed by the Director. Payment may be required in cash or by cashier's check at the Director's discretion.
7. The amount of the Contract and Damage Deposit charged to a Licensee is based on calculations determined by the risk index outlined in Section 12-33 of the *Houston Code of Ordinances*.

B. Season and Run of Events

1. An approved applicant may reserve tentative dates for a Season of Events or Run of Events a maximum of three (3) years in advance of the first date in the proposed Season of Events or Run of Events subject to the provisions of this section.
2. An applicant who wants to reserve tentative dates for a Season or Run of Events must submit samples of a marketing plan and advertising to the Director

for her approval.

3. The balance of the Rental Fee, the damage deposit, and the required insurance certificate are required at least sixty (60) days in advance of the contracted date or the date may be released.

4. An applicant who has presented a Season or Run of Events in a City Facility may reserve the number of days they actually used the prior season plus five percent (5%) if accompanied by a letter stating which productions will be presented and upon Director's approval.

5. The approved applicant must contract the date a minimum of seventy-five (75) days prior to the tentative date or a ten percent (10%) late charge will be assessed for the entire Rental Fee.

C. Rules & Regulations for Season of Events

An applicant who proposes to present a season of events may book a Season of Events up to three (3) years out on the following conditions:

a) The Season of Events applicant must submit his proposed list of dates by September 1 for the season that begins three (3) years from September 1. The proposed Season of Events schedule must include the venue(s) intended for rental and a proposed calendar of Non-event, Student Event, Performance, and Event days.

b) The Director has the authority to approve the Season of Events proposal in concept and will prepare a calendar of all season proposals received by September 15.

c) The calendar is mailed to all presenters submitting season proposals for purposes of resolving schedule conflicts, if resolution is possible.

d) If schedule conflicts are resolved, each of the parties must submit written confirmation of the resolution to the Director by October 15.

e) The Director will resolve unresolved schedule conflicts existing as of October 15. The Director shall approve of the applicant who is proposing to book the most dates during the conflicting season. In the event that the application of that rule is not feasible, the Director will resolve conflicts by a lottery.

f) The Director shall issue the final schedule for the dates by November 1 for the season that begins three years from the preceding September 1.

g) By November 15, the applicant must pay a deposit equal to 15% of the total rental fee for each proposed season schedule. This non-refundable deposit may be applied to future contracted days within the same season.

h) If an applicant fails to return the 15% deposit by November 15, the dates shall be released.

i) License agreements for all dates held within the season must be executed by the August 1 immediately preceding the season.

D. Challenge procedures

1. If an approved applicant desires a tentative date held by another, the

approved applicant (the "Challenger") may challenge the applicant holding a tentative date for that date (the "Challengee").

2. The Challenger must sign a challenge letter in a form approved by the Director stating they wish to challenge a date, and if successful, promising to guarantee payment of the Rental Fee for an Event on that date.

3. The Challengee has 48 hours (exclusive of Saturdays, Sundays and holidays) to either provide a written guarantee for the date, or release it to the Challenger. If no word is received from Challengee, dates will be released. A Challengee promoting a Season or Run of Events may sign a letter of guaranty for that date in a form approved by the Director within the 48-hour challenge period in lieu of cash or other form of consideration. A Challengee or Challenger who guarantees a date shall become a "Forced Rental Occupant."

E. Cancellation and transfer of dates

If a Licensee (except a Forced Rental Occupant as defined herein) cancels a License Agreement, the Director may, in the exercise of her sole discretion, grant a Licensee's request to transfer any Rental Fee and Contract and Damage Deposit that the Licensee has already paid to a new contracted date. The new contracted date must fall within one calendar year of the cancelled date. If the Director determines that the Licensee should not be allowed to request a new contracted date, the City shall refund the Contract and Damage Deposit but retain the Rental Fee unless the Director is able to resell the date. A Forced Rental Occupant may not reschedule a contracted date.

F. Bookings by other City departments

1. The Director may authorize a department of the City to occupy a Facility for the purpose of an Event upon the request of the director of such department. The Director shall charge another department of the City for occupancy of a Facility for a Class II event. The Director shall submit an invoice to such department of the City. Such department of the City shall approve the invoice and authorize the City Controller to transfer the amount shown on the invoice to the appropriate account. Alternatively, the Director can accept a credit for the Event costs to the Department on the General Fund internal cost allocation to this Department.

2. The Director may refuse to rent a Facility to, or may cancel a reservation of, a department of the City, if an approved applicant or Licensee seeks to reserve the same Facility and the occupancy of the Facility by the department of the City would interfere with the occupancy of the Facility by the approved applicant or Licensee.

G. License Amendments

The hours noted for each day in the License Period may be amended in writing by mutual agreement a minimum of 24 hours in advance of the requested change. No licenses may be amended as to the hours included in the License Period after that time.

H. Type of Payment

Checks will be accepted for Events contracted more than 60 days prior to the first day of the License Period. Payment in cash, money orders, or cashier's checks may be required for Rental Fees and Contract and Damage Deposits within 60 days of the first day of the License Period.

3. PUBLIC AREAS

The parking garages, lobbies, sidewalks, all Facility entrances and exits are considered public areas and not under Licensee control unless otherwise provided in the License Agreement. Lobby areas in the Facility are to be utilized primarily for the movement of crowds. At no time will Licensee use the lobbies for the display of merchandise, posters, or exhibition counters of any nature without the Facility Manager's approval. Any Licensee activity proposed for a common public area is subject to prior written approval of the Facility Manager, and must take into consideration the requirements of all the Licensees using the Facility. Upon the Facility Manager's request, the Licensee proposing such use shall submit detailed floor plans with specifications outlining the extent and impact of its proposed use of a public area.

4. EMERGENCY REQUIREMENTS

The Licensee must, at all times, conduct its activities with full regard for safety and observe and abide by all applicable rules, including without limitation the Department's emergency procedures, regulations, and requests of the management of the Facility and duly authorized governmental agencies. The Licensee is responsible for the conduct of all persons admitted to the Premises or any portion thereof.

In the event of an emergency, the Manager on Duty and the Director should be alerted. Public information announcements will be made through all available warning systems. The Manager on Duty will contact the Fire Department and the Police Department as appropriate, and recommend evacuation routes so the Facility can be evacuated in an orderly manner. The Fire Department will assist in evacuating the elderly, disabled, and persons with special medical needs. The Police Department will assist by providing traffic control and detaining suspects, if any. The Manager on Duty will take reasonable steps to secure and protect the Facility.

5. PUBLIC SAFETY

A. Licensee shall provide certified first aid personnel, such as a licensed or registered nurse, an emergency medical technician, or a doctor of medicine. Such persons shall also be certified to administer cardio-pulmonary resuscitation and to operate a defibrillator. Licensee assumes total responsibility for the qualifications and actions of its first aid personnel.

Licensee shall also provide all medical supplies and equipment the Licensee deems necessary to handle medical emergencies throughout their Event including, but not limited to, cuts, scrapes, sprains, headaches and other minor injuries and pains. The minimum medical equipment/supplies shall include items such as wheelchairs, bandages, antiseptics, over-the counter medications, and other items typically supplied in a first aid kit.

The Licensee may provide first aid personnel, equipment, and supplies during Non-events if the Licensee determines the nature of the Non-events warrants first aid services. The City reserves the right to require the presence of first aid personnel during Non-event days if the Facility Manager determines that the nature of the Non-event days warrants their presence.

Any accidents occurring or first aid rendered to attendees, staff or employees must be recorded on the form attached as Exhibit "B" and a copy delivered to the Event Coordinator at the close of the Event. First aid personnel must be present from door opening through end of the Event. The Licensee shall notify the Event Coordinator of the identity of the proposed first aid provider at least two weeks prior to the first day of the License Period. Licensee shall notify the Event Coordinator immediately about any first aid situation.

B. Licensee shall be responsible for all personal items brought into the Facility during

the License Period, including personal items left in dressing rooms, stage areas, loading dock areas, exits and traffic control in driveways.

C. Law enforcement officers must be hired by the Licensee to provide security during the Event and crowd control during Events as well as Non-events if determined appropriate by the Facility based upon nature of the Non-event. Any of the following types of peace officers may be used: Houston police officers, Harris County Sheriff's deputies, and Harris County constables. All officers are to be armed and in uniform. The number and placement of officers will be determined by the Facility Manager based on the nature of the Event and estimated attendance. The Licensee shall notify the Event Coordinator as to the proposed law enforcement agency at least two weeks prior to the start of the License Period. In cases of emergency, Licensee's security shall take direction from the Manager on Duty.

D. The Facility maintains twenty-four (24) hour security for the protection of the Facility and for access control during Non-events only. Facility security shall be responsible for locking and unlocking all doors in the Facility and shall monitor security cameras, if any, and access alarms. The number and locations of guards are subject to Facility Manager's approval.

In the event of a conflict between the Facility security contractor and the Licensee's security contractor, the Manager on Duty shall make the final decision.

E. Licensee shall ensure that all persons working in Facility in connection with the Event must produce on request an identification badge provided by their respective employer or Licensee at all times while in the Facility. Badges must include the name of the wearer and the name of firm they represent. All persons working on behalf of the Licensee in connection with the Event must sign in at the stage door as they enter the Facility and sign out at the stage door each time they leave the Facility.

6. FIRE REGULATIONS

A. No portion of the sidewalks, ramps, entrances and exits, corridors, passageways, vestibules, halls, lobbies, stairways, escalators, elevators, aisles, driveways, or access to public utilities of the Facility shall be obstructed for ingress or egress. Standing in the aisles during a Performance or an Event is not allowed. Portable seating shall not be placed in aisles at any time.

In addition, access to fire detection and suppression systems, HVAC vents and lighting fixtures and controls shall not be covered or obstructed at any time for any reason. No locks or chains will be placed on any door of the Facility without prior written consent of the Director. Under no circumstances should any exterior door be propped open or any automatic closing device, panic hardware, or mullion be removed from any door of the Facility. Only Facility security or Facility staff may deactivate door alarms.

B. Facility security shall be responsible for unlocking the Facility doors (including disarming the alarm system for the doors) for the Event after the Manager on Duty determines that the Facility is Event-ready. All exit doors must remain unlocked during all Performances and shall be locked (including arming the alarm system for the doors) by Facility Security at the conclusion of the Event.

C. The use of flammable and volatile materials or materials under high pressure within the Facility is strictly prohibited unless prior written approval is obtained from the Houston Fire Department and the Facility Manager. These materials include but are not limited to liquid or gas fuel in tanks attached to machinery or equipment. All vehicle batteries shall be disconnected while on display if the vehicle is inside the Facility. Gasoline is allowed in the tanks of display automobiles, but it shall not exceed two (2) gallons and the gas cap shall be taped or locked.

Duplicate keys of vehicles on display must be provided to the Event Coordinator before the Event begins for use in the event of an emergency.

D. All stage decorations, drapes, signs, banners, table covering and skirts, carpeting or similar decorative materials shall be flame retardant to the satisfaction of the Houston Fire Inspector. All such material is subject to inspection and flame testing of a sample by the Fire Inspector.

E. Licensees, exhibitors, service contractors, and all personnel must comply with all federal, state, and local fire codes that apply to places of public assembly. Please refer to the City of Houston Fire Code for complete Fire Regulations.

F. Use of lasers inside the Facility requires Facility Manager approval and a permit issued by the Department of Health, Bureau of Radiation Control, Austin, Texas. Licensee must also contact the Houston Office of Occupational Health and Radiation.

G. Written authorization by the Facility Manager and the Houston Fire Inspector shall be required for fireworks or other pyrotechnics to be set off in or near the Facility. Pyrotechnics also require a permit issued from the Houston Fire Marshal's office. The Licensee shall strictly comply with all restrictions placed on the use of fireworks or pyrotechnics by the Houston Fire Inspector, the Houston Fire Marshal or any other regulatory agency having jurisdiction.

H. The Licensee's floor plans for all public areas as well as private club areas must be submitted to the Event Coordinator and Houston Fire Department for approval at least 21 days prior to the first day of Licensee Period. Any final plan, if different from the plan originally submitted, shall be re-submitted to the City Fire Department and the Event Coordinator for approval prior to move-in for the Event or set-up may not be permitted.

7. SMOKING & TOBACCO POLICY

According to City Ordinance No. 2002-800 (effective 11/26/02), smoking in public places such as the Facility is generally prohibited, except as noted below.

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| NO SMOKING AREAS | All Lobbies |
| | All Theaters |
| | On Stage/Back Stage |
| | Loading Dock |
| | Green Room, Salons or Suites |
| | Rehearsal Rooms |
| | All Restrooms |
| | All Elevators |
| OPTIONAL SMOKING AREAS – AS APPROVED BY DIRECTOR | Dressing Rooms |
| | Privately leased space |
| | On Stage - If it is part of a theatrical production. |

The Licensee should obtain the Director's prior written approval before allowing smoking in any of the optional smoking areas listed above, to ensure compliance with City Ordinance No. 2002-800. Signs must be posted to designate where smoking is allowed.

8. PREVENTION OF FACILITY DAMAGE AND DISFIGURATION

A. All Facility Equipment will be set up and/or operated only by Facility staff or

contractors authorized to do so by the Facility Manager.

B. Only authorized Facility staff or contractors may operate escalators, freight doors and lighting. Written notice of days, dates and times when such services including locking and unlocking doors will be required and must be received by the Event Coordinator a minimum of 24 hours in advance of the time these items are required.

C. The Licensee shall not access the Facility's electrical, mechanical and telephone equipment rooms nor tamper or adjust any such equipment without the specific approval of the Facility Manager.

D. No adhesive of any kind will be permitted to be affixed to any permanent structure or feature of the Facility. Shurtape PC - 618 or Shurtape DF - 642 may be used on carpeting. Other tape brands require the approval of the Facility Manager or the Director of Backstage Operations.

E. No adhesive-backed stickers or decals shall be distributed to Event patrons inside or outside the Facility unless the Facility Manager approves such distribution.

F. No signs may be attached to any Facility surface, furnishings or equipment without the Facility Manager's prior written consent.

G. With the exception of the stage, no holes may be drilled, cored, or punched in any Facility surface, furnishings or equipment without the Facility Manager's approval.

H. No painting of signs, displays, or other objects will be permitted inside the Facility except as approved by the Facility Manager or, in the case, of the backstage area, the Director of Backstage Operations. In addition, no portion of the Facility including, but not limited to, rehearsal rooms, sidewalks, parking areas, or loading docks shall be used by a Licensee for the painting, construction or storage of scenery, props, costumes, or other paraphernalia required for the staging of any type of performance without the express permission of the Facility Manager; provided, however, that the Director of Backstage Operations may authorize painting and construction of scenery, props or other paraphernalia on stage.

I. For any area where soil, humus or other landscaping type materials or pens containing live animals are being used, a protective coating must be used on the floor such as Visqueen plastic or a similar strength material.

J. Licensee is responsible for the costs to repair any damage or disfigurement to the Facility resulting from the operation of the Licensee or any of its exhibitors, agents, employees, subcontractors, patrons, etc. Licensee and Event Coordinator will walk-through the Premises prior to and after License Period so as to identify any damage occurring during License Period.

9. REMOVAL OF PERMANENT SEATS

Permanent seating shall not be removed from the Facility without the Director's prior written approval.

10. HOUSEKEEPING

A. The Facility's personnel will clean the Facility, except for separately leased areas. These services are included as a part of the License Fee and are provided at no extra cost to the Licensee. Licensee shall ensure, however, that its employees, contractors, and subcontractors clean up after themselves and maintain a safe working environment. Licensee shall be responsible for extraordinary cleaning costs incurred by the City to remove any unusual

amount of dirt, trash or other debris as well as any oil or grease.

B. The Facility will remove and dispose of light trash. Licensee shall arrange for removal of bulk trash, crates, pallets, packing material, and any other excessive trash at Licensee's expense.

11. MOVE-IN AND MOVE-OUT

A. The Facility will not accept freight shipments for the Licensee, its contractors, agents or subcontractors prior to first day of the License Period. The Licensee is responsible for handling and storage all of freight shipments and packing material. Crates may be stored only in areas the Facility Manager approves for storage. The City is not responsible for any damages or losses to, or security of, storage crates.

B. Licensee shall coordinate all move-in and move-out details for the Event with their Event Coordinator and the Director of Backstage Operations.

C. All labor requirements for move-in and move-out and set-up of stage and display areas shall be the responsibility of the Licensee with the review and approval of the Director of Backstage Operations.

D. All move-in and move-out activities must be conducted through designated loading docks, freight doors and freight elevators unless otherwise approved by the Facility Manager. The main lobbies, side doors, escalators, wheelchair lifts, and passenger elevators shall not be used for move-in or move-out unless approved by the Facility Manager. Licensees may not have exclusive use of load-in areas.

E. The Licensee shall not store or leave forklifts, trucks or truck trailers in or around the Facility either before or after the License Period for any events without the written authorization of Facility Manager.

F. Stage scenery, props, costumes, programs and any other materials related to the Event or belonging to the Licensee that are not removed at the end of the License Period may be disposed of by the Facility personnel. The Licensee shall be responsible for the costs incurred by the City and WCOC for removal, clean-up, and disposal. Neither the City nor its employees will be liable for damage or lost equipment and materials left in the Facility after the License Period.

12. GREEN ROOM FURNITURE

The furniture located in the Green Room is provided to the Licensee for use during the Event at no additional expense. Please note the following rules and policies related to this furniture:

A. No furniture is to be removed from the room it is originally set in unless the move is approved in advance by the Facility Manager.

B. The furniture is only to be utilized as it was designed.

C. The Event Coordinator must be notified of any damage to this furniture that is noted prior to move-in.

13. GUIDELINES FOR SIGN HANGING AND CEILING RIGGING (WORTHAM GRAND FOYER ONLY)

Approval for any hanging or attaching to the Facility structure will be based upon the following stipulations and guidelines:

A. The Licensee is ultimately responsible for any damages or injuries occurring as a result of, or because of, the hanging or attachment to the Facility by its contractor, subcontractor, representatives or agents, etc. during the License Period.

B. Wortham Center Operating Company has sole decisional authority for any hanging or rigging occurring on stage. No other person or entity has jurisdictional rights to "hang" within the Facility without the Facility Manager's advance written approval. Please refer to the following table for guidelines on who can perform installation of any materials.

| TYPE OF MATERIAL | DEFINITION | WHO CAN HANG OR ATTACH |
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| Banner, Drape, Screen Masking | Soft material articles with no framing and no rigid support system. Total weight is 50 lbs. Materials used must meet Fire Code regulations. | Wortham Center Operating Company or Facility approved company. |
| Sign (50 lbs. or more) | Rigid or hard material with frame and/or support system. Purpose is to display words, pictures, graphics, etc. | Wortham Center Operating Company or a Licensee's designated company, but only with approval of labor, location, and weight by the Facility. |
| Equipment Support System | Facility structure utilized to support lighting, sound, winch motors, screens, scenery, backdrops, etc. | Handled by Wortham Center Operating Company or Licensee's designated company, but all labor, location, weight, etc. must be approved by the Facility. |

C. The Licensee shall submit a written request for any hanging or attaching including, but not limited to, drawings, weights, attachment points to the Event Coordinator at least thirty (30) days prior to the first day of the License Period.

D. The Licensee shall ensure that all beam structures or other painted structures are covered with a protective material before wire or cable is attached to ensure no damage occurs.

E. At no time shall Licensee use electrical, lighting conduits, lighting fixtures, utility pipes or sprinkler systems as supports or as a source for attachment.

F. Whatever goes up must come down! The Licensee shall completely remove all items including, but not limited to, wire and rope, before the end of the License Period.

G. The Facility Manager may, at any time, refuse permission to hang, stop, terminate or delay the hanging or attachment process if they are concerned about the safety or damage to the Facility. The Facility Manager's decision will be final in all cases. At any time, the Facility Manager may assign an on-site supervisor provided by the Facility to approve any and all rigging. The cost for such service will be the responsibility of the Licensee.

14. STAFFING REQUIREMENTS

A. In addition as to otherwise provided herein, the Licensee shall furnish all necessary personnel, including but not limited to, first aid personnel, ushers, ticket takers, ticket sellers and any personnel necessary to ensure that the provisions of the Americans with

Disabilities Act are met and so as to provide adequate staffing for the Event during the License Period plus any Additional Time. The number and type of personnel furnished shall be subject to mutual agreement between the Facility Manager and the Licensee. Appropriate front of house staff must be in position or the Event Coordinator may not authorize opening doors to the public for the Event.

B. The Licensee shall secure the services of a professional ushering service approved by the Facility Manager. The Facility Manager will approve ushering services that satisfy the following standards:

1. The management staff of the service can demonstrate familiarity with the Facility at which the service will be employed and familiarity with the Ordinances of the City and policies of the Department.
2. The service, including its management and staff, has no history within the last two (2) years of any misconduct or violation of any ordinance or rule governing the operation of any auditorium, theater, concert hall, or convention center, or any other law.
3. Usher Service has completed Emergency Evacuation training for the Facility.

4. The minimum number of ushers required for each theater are:

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| Jones Hall | 34 |
| Brown Theater | 33 |
| Cullen Theater | 21 |

C. If the Licensee desires to utilize the services of decorators, electricians, plumbers, carpenters, drayage handlers, stagehands, public address system operators, motion picture machine operators, guards, ticket-takers, ticket-sellers or other laborers or technicians, Licensee shall have the sole responsibility for contracting with, and paying for, such services. In addition, any entity hired by Licensee to perform work in the Facility must satisfy the following standards:

1. The entity shall hold all applicable licenses required for performing services within the Facility.
2. The laborer or technician shall be thoroughly familiar with those features of the Facility that he or she will be required to operate, to adjust, or to change.

D. Stagehands retained by the Licensee who may be operating City equipment must be approved by the Director of Backstage Operations in advance of the License Period.

E. If a Licensee desires to utilize the services of an ushering company, laborers or technicians who are not familiar with the Facility or the features thereof, the Licensee may request the opportunity to examine the particular Facility or features thereof. The Facility Manager shall grant the opportunity provided that the examination does not interfere with the use of the Facility by another Licensee.

15. TICKET SURCHARGE/TICKETING

- A. The ticket surcharge shall be in addition to the ticket price and Rental Fees and is

subject to sales tax. By executing a License Agreement, the Licensee agrees to the following with regard to the ticket surcharge:

1. Licensee shall be responsible for payment of sales tax on the surcharge.
2. In addition to any other deposits, the Director may require a deposit for the anticipated surcharge.
3. Licensee is required to use serially numbered tickets to ensure an accurate accounting of ticket sales and calculation of ticket surcharge. A copy of the ticket manifest should be given to the Event Coordinator. In the case of computerized ticketing, an auditing report will suffice.
4. The surcharge will not be imposed on Complimentary Tickets or others pulled at no value.
5. If an Event is canceled, the surcharge shall be refundable to the Licensee, who shall immediately refund the surcharge to the patron.
6. The Licensee shall settle with the Event Coordinator.
7. At the theaters, payment received from non-resident companies shall be accompanied by a Box Office Statement (if any), and shall be made in cash or by check made payable to the designated entity at the time the box office closes or ticket sales cease for that performance. Multiple performances of the same production may be settled on a weekly basis or at the final performance at the option of the Facility Manager.
8. The Event Coordinator will verify ticket sales through a ticket sales report or box office statement provided by the Licensee. If such ticket sales reports or box office statements are not available, the Event Coordinator will attempt to verify ticket sales by counting the remaining unsold tickets, turnstile readings, or ticket stub drops.
9. The City will be given access to box office records, ticket receipts, and all other documents reasonably required to verify the Licensee's accounting of the surcharge.
10. The Licensee shall permit the City or the designated entity to audit the Licensee's records related to its ticket sales up to one year after the Event.
11. If a Licensee fails to remit ticket surcharge monies to the City or fails to remit the proper amount of surcharge monies, the City may deduct the surcharge monies owed from the Licensee's Contract and Damage Deposit. In the event that the Deposit is insufficient to pay all amounts due, the Licensee will be invoiced for the amount owed and will not be allowed to hold dates in a City facility until the situation is corrected. Once corrected, the Director reserves the right to require a specific surcharge deposit for all future bookings.

B. Wheelchair accessible seating shall not be sold to non-wheelchair patrons until all other seating has been sold. A minimum of two accessible seats with two companion seats must be held for the disabled at all times. If those tickets are not sold by certain time, those seats will remain available. Wheelchairs shall not be placed in aisles under any circumstances.

C. "Standing room only" ticketing is not permitted.

D. General admission and festival seating is not permitted except upon express written permission of the Director and shall be authorized only if the Director determines that the use of such seating will not result in a significant chance of injury to persons or damage to property.

E. If general admission or festival seating is desired, Licensee must provide the Director with the title of the Event and a description of the Event in writing at least fourteen (14) calendar days before distributing tickets for the Event. The Director shall make a determination within seven (7) days after receipt of notification, exclusive of Saturdays, Sundays and holidays as declared by the City Council.

16. ADVERTISING

Other than as expressly permitted in writing by the Director, Licensee shall not advertise nor permit tickets to go on sale for any Event unless and until the License Agreement between the City and the Licensee has been executed by the Director.

17. FOOD AND BEVERAGE

Food and beverage services are operated and controlled by the Facility. No food, beverages, supplies, or alcoholic beverages may be brought into or removed from the Facility by the Licensee.

The Department has a concession agreement with Aramark Sports & Entertainment Services of Texas, Inc. ("Aramark"), wherein Aramark has exclusive rights to sell alcoholic beverages and food and beverage concession sales at the Facilities.

Aramark is the preferred food and beverage caterer for the Facility. Upon prior written approval by the Director, a Licensee may use an outside caterer to cater an Event, provided that the Licensee pays Aramark its standard "buyout fee." The current buyout fee is twenty-five percent (25%) of the amount Aramark would have charged for catering the same menu at the Event. The buyout agreement is available from Aramark. Licensee should provide a signed copy of its buyout agreement to the Event Coordinator with its License Agreement, if use of an outside caterer has been approved.

18. NOVELTY/MERCHANDISING

The Director retains the right to approve all items to be sold in Facility during an Event. The Event Coordinator shall inventory Novelties prior to any sales. No additional Novelties shall be brought in and added to the pre-sale inventory without being counted by the Event Coordinator. The payment of all applicable taxes shall be the responsibility of the Licensee. Licensee shall supply its own sellers. The Event Coordinator will conduct a final inventory after sales close each day to determine gross sales. Licensees who sell Novelties at events shall be required to pay a merchandise fee, a percentage of total Novelty sales exclusive of sales tax, to the Department as indicated in the following schedule:

| <i>Number of shows</i> | <i>Merchandise Fee</i> |
|-------------------------------|-------------------------------|
| 1 -3 | 25% |
| 4 - 7 | 20% |
| 8 - 10 | 15% |
| 11 and more | 10% |

19. MARQUEES

A. The Department's policy is that marquees and other signage located on the Properties shall be used solely for the purposes of identifying or promoting events and functions occurring on the Properties, or for governmentally recognized public announcements or messages. It is expressly not the Department's or the City's intention to create a general forum for the use of Department marquees or other signs on the premises of City facilities. Department marquees and other signs on the Properties shall not be used for the expression of any matters other than those directly pertaining to a scheduled event or function to be held at a Department facility or for official public announcements or messages.

B. Persons utilizing Department facilities are therefore advised that, notwithstanding any other provision to the contrary, access to Facility marquees and signs shall be limited to messages identifying:

1. the name or title of the Event;
2. the name of the Licensee or organizations sponsoring the Event; and
3. any information identifying the dates or times of the Event.

C. In addition, subject to the approval of the Director, marquees, or subsidiary signs currently in place may be utilized for:

1. direction of the public to the entrance of the Event;
2. giving information on parking; or
3. identifying the appropriate ticket booth or other similar information.

D. Licensees are to provide proposed marquee information to their Event Coordinator a minimum of 48 hours in advance of their Event.

E. The Licensee is allowed one change in the language on a marquee per Performance. A fee of \$100 will be charged to the Licensee for each additional change.

F. Notwithstanding the foregoing, the Department reserves the right to control all messages displayed on its marquees and recorded on the Department's 24-hour information line.

20. HELIUM BALLOON POLICY

Helium balloons are prohibited within the Facility for the following reasons:

1. Helium balloons create a public safety hazard when they rise to the ceiling and into the lighting and/or electrical system.
2. Further safety hazards are created when Facility staff is required to use a personnel lift to retrieve stray balloons that become entangled in the Facility structure. In some areas, no lifts are available to reach the ceiling.

21. KEYS

A. The Director and Facility Manager shall have available to them at all times total and complete access to all portions of the Facility including, but not limited to, the Premises.

B. A request for keys to any portion of the Facility must be submitted by the Licensee

to the Event Coordinator. Keys issued to the Licensee are to be returned by the Licensee upon completion of License Period. If keys are not returned to the Event Coordinator immediately upon completion of the License Period, the Licensee will be billed a fee for changing the necessary locks at a rate of \$75.00 per lock or, at the Facility Manager's option, that fee shall be charged against the Licensee's Contract and Damage Deposit.

22. PARKING

A. Parking is available in the Theater District Parking Garage. Parking is not allowed in loading dock areas except as authorized by the Facility Manager.

B. A Licensee with special parking needs such as school buses or large capacity vans will arrange to have buses and other large vehicles drop off and pick up passengers only. Unless authorized in advance by the Facility Manager, parking large vehicles around the perimeter of the Facility is not allowed.

C. If Licensee's move-in or move-out requires that a truck temporarily block a public street, the Licensee must hire at least one law enforcement officer to be on-site during entire move-in or move-out to ensure that traffic flows as smoothly as possible. In addition, the Licensee must obtain a permit from the City's Traffic and Transportation Division (and pay any costs that may be associated with such permit) to block any portion of a public street even for short periods of time. The Event Coordinator can assist a Licensee in obtaining the necessary permit. The Licensee is advised that at least one lane is required to remain open to traffic at all times.

D. The City can provide a valet parking service if the Licensee desires to provide its patrons this service. Further details on this service are available from the Event Coordinator. If the Licensee desires to utilize a valet parking through a company other than the City's service provider, the service shall be the Licensee's sole responsibility. City Ordinance 2002-0558 prohibits valet parking in the public right-of-way, such as in the roadway or at any curbside parking space, in the Central Business District. Valet parking operators are required to identify vehicles by affixing to the inside rear view mirror of the vehicle a ticket stub that identifies the valet service operator. Fines for violations of Ordinance 2002-0558 range from \$150 to \$500 for each violation.

23. CONCEALED HANDGUNS

A. In accordance with provisions of the Texas Concealed Handgun Law, it is the policy of the City of Houston and the Houston Police Department that firearms and other weapons are forbidden in the Facility. Individuals who fail to comply with this prohibition, or otherwise violate penal laws with respect to carrying a handgun or other weapon, are subject to immediate arrest and prosecution under Chapter 30.05 or Chapter 46 of the Texas Penal Code or applicable City Ordinance.

B. This prohibition applies to all persons including concealed handgun licensees, but does not apply to licensed law enforcement officers and/or licensed honorably retired police officers. Props that resemble weapons may be used on stage as part of a production but under no circumstances may they be used with live ammunition.

24. GIFTS/GRATUITIES

The City's gift policy strictly prohibits any Facility employee from accepting any gifts, gratuities, loans, favors or any other items of value from parties doing business with the City including the Licensee. Any "item of value" is a term that has no minimum dollar value and could include such insignificant items as pens and sodas. Licensee should be aware of this policy and

kindly refrain from offering any Facility employee a tip or anything else that might be construed as an item of value.

25. BACKSTAGE OPERATIONS

A. Information regarding available equipment may be obtained from the Director of Backstage Operations. Licensee is responsible for determining its needs for any additional equipment and to secure that equipment on its own or with the aid of the Director of Backstage Operations if desired.

B. At least 30 days before the first day of the License Period, the Licensee must provide the Director of Backstage Operations with a description of its planned activity and its proposal for the number of qualified stagehands required to move in, move out, and conduct the Event (the "backstage crew") and an indication of the extent of its need for the available theater equipment. The Licensee shall also submit technical specifications for its planned activity to the Director of Backstage Operations at this time. Technical specification sheets and fee schedules regarding the Facility is available from the Director of Backstage Operations upon request.

C. The Licensee is responsible for issuing the call for the backstage crew involved in the Event and paying for the services of its backstage crew.

D. All backstage crewmembers operating stage equipment must be approved by the Director of Backstage Operations.

E. Performers, employees, contractors, and agents of the Licensee may enter only through the designated stage/security door. Individuals obviously under the influence of alcohol or mind-altering drugs are not allowed in the Facility and are subject to being removed from the Facility by Facility security.

F. The Facility Manager and the Director of Backstage Operations have the right to observe all of the Licensee's activities and to correct or disallow any condition believed to be unsafe or hazardous to any person or to the equipment or the theater itself. The Licensee agrees to cooperate with the Facility Manager and the Director of Backstage Operations and to comply with all safety and security measures adopted by Facility Manager and the Director of Backstage Operations.

G. The Director of Backstage Operations must approve use of the backstage areas prior to such usage (except for the dressing rooms, musicians' lounge, and rehearsal rooms).

H. During its occupancy of the Facility, the Licensee shall:

1. conform to all requests, rules and regulations of the City and the Director of Backstage Operations or any of their representatives;
2. report to the Director of Backstage Operations for instructions in the safe and proper use of the equipment and regarding the use of backstage areas;
3. report all damages, accidents, and injuries occurring on stage to either the City or the Director of Backstage Operations;
4. properly care for and respect the equipment and the theater itself; and
5. furnish their own tools, expendables, hardware, and all theatrical paraphernalia necessary for the Event excepting such theatrical equipment that the Licensee decides to utilize.

I. The stage must be restored to its standard stage plot at the end of every Event at the Licensee's expense unless otherwise directed by the Director of Backstage Operations. Such stage plot is to be supplied two weeks prior to move-in.

26. BACKSTAGE OPERATIONS – WORTHAM ONLY

In addition to all rules and regulations listed above, the following requirements apply to the Wortham Center:

A. The Licensee understands and agrees that it is required to use appropriate members of the WCOC house crew as approved by the Director of Backstage Operations. The WCOC and the house crew are charged with supporting the activities and designees of the Licensee. The Licensee shall pay for the services of the house crew attributable to the Event based on the schedule of hourly rates approved by the Director. The Licensee will not be charged for the supervisory services provided by the Director of Backstage Operations.

B. The Licensee shall submit a deposit of 110% of the estimated house crew costs directly to WCOC at least 30 days prior to the first day of the License Period. Special circumstances may reduce this minimum time requirement at the discretion of the Director of Backstage Operations. The Director of Backstage Operations may require that this deposit be made in cash, if he reasonably determines that the Licensee has a past history of insufficient credit, or has failed to pay charges assessed for the use of any City facility. If that deposit exceeds the actual cost, WCOC shall reimburse the excess to the Licensee within 30 days after the last day of the License Period. If the actual cost exceeds the amount deposited, the Licensee shall be responsible for promptly paying WCOC for difference.

C. A lamp replacement fee of \$25.00 per day will be charged to the Licensee for each day of the License Period.

D. Labor charges for any additional crew members desired by the Licensee will be billed by other organizations and are not reflected in the crew estimate prepared by the Director of Backstage Operations unless requested.

E. Information regarding available equipment may be obtained from the Director of Backstage Operations. Licensee is under no obligation to use any or all of the house equipment. Licensee is responsible for determining its needs for any additional equipment and to secure that equipment on its own.

27. ANCILLARY SPACE POLICY—WORTHAM ONLY

The Ancillary Space Policy below applies to ancillary space at the Wortham Theater Center only.

ALICE & GEORGE BROWN THEATER

Use of Ancillary Space included with EVENT, PERFORMANCE, or STUDENT EVENT:

Grand Foyer – If there is a performance in the Cullen Theater, the Foyer will function as a public lobby and shall be shared with Cullen Licensee. If Brown

Theater Licensee is the sole lessee in the building, the Foyer may be utilized by Licensee for private gatherings. Access to the Foyer shall be no earlier than two hours prior to the

performance time and no later than one hour following the end of the performance.

Green Room – Brown Theater Licensee will have exclusive use of the Green Room. Access to the Green Room shall be no earlier than three hours prior to the performance time and no later than two hours following the end of the performance.

Founders Salon – Brown Theater Licensee will have exclusive use of the Founders Salon. Access to the Founders Salon shall be no earlier than three hours prior to the performance time and no later than two hours following the end of the performance.

Use of Ancillary Space with NON-EVENT PERIOD Rental:

Grand Foyer – None

Green Room – None

Founders Salon – None

LILLIE & ROY CULLEN THEATER

Use of Ancillary Space included with EVENT, PERFORMANCE or STUDENT EVENT:

Grand Foyer – If there is a performance in the Brown Theater, the Foyer will function as a public lobby and shall be shared with Brown Licensee. If Cullen Theater Licensee is the sole lessee in the building, Licensee may utilize the Foyer for private gatherings. Access to the Foyer shall be no earlier than two hours prior to the performance time and no later than one hour following the end of the performance.

Green Room – None

Founders Salon – None

Use of Ancillary Space with NON-EVENT PERIOD Rental:

Grand Foyer – None

Green Room – None

Founders Salon – None

28. CITY REHEARSAL ROOM POLICY—WORTHAM ONLY

The Policy below applies to the City's Rehearsal Room located in the basement of the Wortham Theater Center.

A. The City Rehearsal Room is reserved primarily for the use of the Cullen Theater Licensee.

B. If the Cullen Theater is not scheduled to be used or the Cullen Theater Licensee has declined the use of the City Rehearsal Room, the Brown Theater Licensee may use the City Rehearsal Room.

C. The charge for the use of the City Rehearsal Room shall be \$100.00 per day for any user other than Cullen Theater Licensees during their scheduled license period. Notwithstanding the foregoing, the Houston Ballet and the Houston Grand Opera may use the

City Rehearsal Room at no charge for rehearsals for their productions scheduled for the Wortham Theater Center between scheduled performances or within two weeks prior to show opening.

D. If any person wishes to use the City Rehearsal Room on a day outside its license period, the City will seek a release from the Brown Theater Licensee (during its license period) prior to its lease to such a user.

E. If the Brown Theater and the Cullen Theater are being leased to the Houston Ballet and the Houston Grand Opera, the priority for use of the City Rehearsal Room shall belong to the company leasing the Cullen Theater.

F. No user may make use of the City Rehearsal Room without first scheduling and executing a license agreement permitting such use.

29. DISPLAY CASE POLICY—JONES HALL ONLY

The policy below applies to the City's advertising display cases located in the tunnel level and street level of Jones Hall.

A. The Jones Hall resident arts groups (Houston Symphony and Society for the Performing Arts) shall receive the use of one (1) case each, which holds two (2) three-sheet-sized advertising posters, in the Jones Hall tunnel.

B. Both groups shall also receive the use of one (1) each of the three-sheet- sized cases at street level.

C. One (1) three-sheet-sized case at street level will be offered to visiting Licensees as a part of their facility rental.

30. DISPLAY CASE POLICY—WORTHAM ONLY

The policy below applies to the City's advertising display cases located in the tunnel level and street level of the Wortham Theater Center.

A. The Wortham Center's Brown Theater resident arts groups (Houston Ballet and Houston Grand Opera) shall receive the use of two (2) each of the two-sheet-sized cases each in the Wortham tunnel.

B. Da Camera of Houston, HSPVA and Society for the Performing Arts shall each receive the use of one (1) each of the two-sheet-sized cases in the Wortham tunnel.

C. The Houston Ballet and Houston Grand Opera shall receive the use of one (1) each of the three-sheet-sized cases at street level (outside).

D. The Houston Ballet and Houston Grand Opera shall receive the use of one (1) each of the three-sheet-sized cases in the Wortham Center lobby.

E. One (1) three-sheet-sized case at street level (outside) and one (1) three- sheet-sized case in the Wortham lobby will be available for visiting Licensees as part of their facility rental.

EXHIBIT "A"

EQUIPMENT RENTAL RATES

All equipment rental rates include labor for set-up and dismantle. Please make note of the quantities of each item listed below. Equipment inventory is dependent upon availability at the time of the request

| | | |
|---|------------------------------|---------------------|
| TABLES | 6' x 18" | \$10.00 each |
| | 6' x 30" | \$10.00 each |
| | 8' x 18" | \$10.00 each |
| | 8' x 30" | \$10.00 each |
| | 60" Rounds | \$10.00 each |
| | 72" Rounds | \$10.00 each |
| CHAIRS | Burgundy chairs (Wortham) | \$ 1.00 each |
| | Brown metal chairs (Wortham) | \$.75 each |
| | Black chairs (Jones Hall) | \$.75 each |
| <hr/> | | |
| STAGING | 4' x 8' sections | \$15.00 per section |
| ? Includes skirting & carpet | | |
| ? Adjustable heights of 8", 16", 24", 32" | | |
| <hr/> | | |
| DANCE FLOOR | 3' x 3' sections | \$ 9.00 per section |
| ? Largest combination is 30' x 30' | | |
| <hr/> | | |
| PODIUMS | Without microphone | \$35.00 each |
| ? Front - 48" tall, Back - 39" tall | | |
| <hr/> | | |
| EASELS | (8) Brass | \$ 8.00 each |
| <hr/> | | |
| FLAGS | U.S., Texas & City | No charge |

? Includes base and pole

ROPE & STANCHION

No charge

MARQUEE

No charge

? \$100.00 charge for changes after marquee has gone up

EXHIBIT "B"

ACCIDENT REPORT FORM

Date: _____ Event Coordinator: _____

Event: _____ Location: _____

First Aid Company Contracted: _____

First Aid Attendant Name: _____ Attendant's Telephone: _____

Accident Location & Time: _____

Description of Accident: _____

Person Involved in Accident:

Name: _____

Address: _____

City _____ State _____ Zip Code _____

Home Phone: (____) _____ Work Phone: (____) _____

Male _____ Female _____ Age _____

Person's Statement of What Occurred: _____

Witnesses Who Were Present at Accident Location:

Name: _____

Address: _____

City _____ State _____ Zip Code _____

Home Phone: (____) _____ Work Phone: (____) _____

Witness's Statement of What Occurred: _____

Name: _____

Address: _____

City _____ State _____ Zip Code _____

Home Phone: (____) _____ Work Phone: (____) _____

Witness's Statement of What Occurred: _____

Facility Personnel Called to Accident Scene:

Name: _____ Title: _____

Facility Personnel's Statement: _____

Ushering Company: _____ Name: _____

Attending Usher's Statement: _____

First Aid Given by Attendant: _____

Was First Aid Denied? Yes / No If No, Why? _____

First Aid Attendant Statement: _____

Was Ambulance or 911 Called? Yes / No

Did Person Involved in Accident Deny Transport? Yes / No

Hospital Transported to (if known): _____

Did Patron Decide to Leave the Facility? Yes / No

Did Patron Proceed to Watch the Performance? Yes / No

Additional Information: _____

Event Management Called to Accident Scene:

Name: _____ Title: _____

Statement: _____

Theater Event Coordinator Comments: _____

Report Completed By: _____ Date: _____

cc: Facility Manager
Assistant Manager
Booking Supervisor
Event Coordinator
File